

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

MOROCCANOIL, INC., a California corporation,

Plaintiff,

v.

MOROCCAN GOLD, LLC, a New Jersey limited liability company; FANTASIA INDUSTRIES CORP, a New York corporation; and DOES 1 through 10, inclusive,

Defendant.

CASE No. CV08-05356 RGK (PLAx)

**[PROPOSED] PRELIMINARY INJUNCTION ORDER**

Date: November 17, 2008

Time: 9:00 a.m.

Crtrm.: 850

Trial Date: None

**NOTE: CHANGES HAVE BEEN MADE TO THIS DOCUMENT**

Plaintiff Moroccanoil, Inc. ("Moroccanoil") moved for a preliminary injunction against Defendants Moroccan Gold, LLC ("Moroccan Gold") and Fantasia Industries Corp. ("Fantasia") (collectively "Defendants"). The Court has reviewed the pleadings, the moving, opposition and reply papers and the testimony of the witnesses in their declarations, and in the testimony of the witnesses in court as well as all the evidence received by agreements of the parties. The Court read and ruled on all objections that were filed timely.

IT IS HEREBY ORDERED that:

During the pendency of this action, Defendants, their officers, agents, servants, employees, suppliers, distributors, attorneys, and all those in active concert or participation with any of the Defendants are restrained and enjoined from distribution of, trading in, marketing or selling hair care products:

1. with “Moroccan Oil”, “Moroccan Miracle Oil”, “Moroccan Gold”, “Moroccan Gold” Oil in the product name, product description or advertising, or with any other confusingly similar name or mark to Plaintiff’s registered trademark “Moroccanoil®”; or
2. USE OF PRODUCT NAME(S) DESCRIBED IN NO. 1 ABOVE with a trade dress that is confusingly similar to that of Plaintiff’s “Moroccanoil® Oil Treatment”; including any product packaging that utilizes:
  - (a) an amber-colored, “druggist-style” bottle with a black screw on cap, and
  - (b) a front label that states the manufacturer’s name in white lettering placed vertically up the left side; or
3. utilizing untrue statements or misleading bait and switch tactics to unfairly compete with Plaintiff, by:
  - (a) Misrepresenting to salon customers that Defendants’ “Moroccan Miracle Oil” treatment product is “Moroccanoil” or “Moroccan Oil” that

confuses customers into believing that Defendants' product is manufactured, distributed or endorsed by Plaintiff; or by

(b) Utilizing "bait and switch" artifices whereby Defendants misrepresent to salon customers that they carry "Moroccanoil" or "Moroccan Oil" products and then substitute Defendants' "Moroccan Miracle Oil" product into the order(s) prior to shipping; or by

(c) Misrepresenting to salon customers that Defendants' "Moroccan Miracle Oil" treatment product is the "original" and that Plaintiff's "Moroccanoil®" Oil Treatment product is a "fake" or a "copy".

4. Soliciting, assisting, aiding, or abetting any other person or business entity in engaging in or performing any of the activities referred to in the above subparagraphs 1 through 3.

IT IS FURTHER ORDERED that Moroccanoil shall post a cash or corporate surety bond in the amount of \$50,000.00, as security for payment of such damages as any person may be entitled to recover as a result of a wrongful restraint hereunder.

Dated: December 9, 2008



Honorable R. Gary Klausner